

# **EXHIBIT 2**

Declaration of Bob Arum

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13 | Attorneys for Defendant Top Rank, Inc.

14

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

17 | TERENCE CRAWFORD, an individual,

Case No. 2:22-cv-00081-APG-EJY

**Plaintiff,**

19 | vs.

## DECLARATION OF BOB ARUM

20 TOP RANK, INC., a Nevada corporation; and  
Does 1 through 20, inclusive,

## Defendants,



## **DECLARATION OF BOB ARUM**

I, Bob Arum, declare:

3       1. I am currently the Chief Executive Officer of Top Rank, Inc. ("Top Rank"),  
4 which I founded in 1970. I submit this declaration in support of Top Rank's Opposition to  
5 Plaintiff's Motion to Remand. I have personal knowledge of the facts set forth herein, and if  
6 called upon to testify, I could and would testify competently thereto.

7        2. I have been working in the boxing industry for 60 years. During that time, I have  
8 promoted boxers such as Muhammad Ali, George Foreman, Roberto Durán, and Manny  
9 Pacquiao. I have promoted thousands of professional boxing matches all over the world, and  
10 have negotiated hundreds of boxing agreements.

11       3.     In 2018, Top Rank and Terence Crawford (“Crawford”) entered into an Exclusive  
12 Promotional Rights Agreement (the “2018 Agreement”). The 2018 Agreement was the result of  
13 extensive negotiations between Top Rank and Crawford. The 2018 Agreement defines, among  
14 other things, Top Rank’s promotional rights, the term of the parties’ relationship, payments to  
15 Crawford, selection of opponents, and the parties’ representations and warranties.

16 4. Crawford and his manager signed the 2018 Agreement on September 3, 2018.

17       5. Section 27 of the 2018 Agreement states: "This Agreement shall be governed by  
18 and construed in accordance with the laws of the State of Nevada governing agreements made  
19 and to be performed wholly within the State of Nevada. The parties hereby (a) expressly consent  
20 to the sole and exclusive personal jurisdiction and venue of the state and federal courts located in  
21 Clark County, Nevada for any dispute between the parties, including, but not limited to, any  
22 action brought by either party to interpret or enforce any provision of this Agreement and (b)  
23 agree not to assert (by way of motion, as a defense or otherwise) that such legal proceeding has  
24 been brought in an inconvenient forum. The undersigned, by execution and delivery of this  
25 Agreement, expressly and irrevocably consent to the service of any complaint, summons, notice  
26 or other process relating to any such action or proceeding by delivery thereof to such party by  
27 hand or by certified mail, delivered or addressed to the address set forth in this Agreement."

1       6. At 9:09 am PST on January 12, 2022, I received an email from Emily Smith, who  
2 identified herself as an Editor for Page Six of the *New York Post*. Ms. Smith attached to her  
3 email a copy of a complaint filed by Crawford against Top Rank that morning in Nevada state  
4 court. In her email, Ms. Smith stated she would be grateful if I could comment on the complaint.  
5 A true and accurate copy of the email I received from Ms. Smith is attached hereto as Exhibit 1.

6

7       I declare under penalty of perjury under the laws of the United States of America that the  
8 foregoing is truth and correct.

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10     Executed this 28 day of February, 2022 at LAS VEGAS, NEVADA

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Bob Arum

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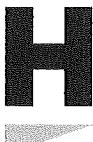
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# **EXHIBIT 1**

Email from Emily Smith to Bob  
Arum dated January 12, 2022

**Bittner, Tyler C.**

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**From:** Emily Smith <esmith@nypost.com>  
**Sent:** Wednesday, January 12, 2022 9:10 AM  
**To:** Bob Arum  
**Subject:** Fwd: Terence Crawford v Bob Arum  
**Attachments:** FILE\_7491.pdf

Dear Bob,  
The lawsuit is attached here. I would be very grateful if you could comment.  
I can be reached at this email or 917-723-7662.

Emily

**Emily Smith**  
Editor, Page Six  
**NEW YORK POST**  
1211 Avenue of the Americas, New York, NY, 10036  
Tel: 212-930-8620  
E-mail: [esmith@nypost.com](mailto:esmith@nypost.com)  
Twitter @PageSixEmily

----- Forwarded message -----

From: [esmith@nypost.com](mailto:esmith@nypost.com) <esmith@nypost.com>  
Date: Wed, Jan 12, 2022 at 12:08 PM  
Subject: Terence Crawford v Bob Arum  
To: Emily <[esmith@nypost.com](mailto:esmith@nypost.com)>

**Emily Smith**  
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